

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

KPI BRIDGE OIL SINGAPORE PTE LTD.,

Plaintiff,

v.

M/V CITY OF TOKYO (IMO 8709145), her
tackle, boilers, apparel, furniture, engines,
appurtenances, etc., *in rem*,

and

CEDAR CAR CARRIER AS, and ABOU
MERHI LINES SAL, *in personam*

Defendants.

IN ADMIRALTY

CASE NO.:

**ORDER APPOINTING MARINE
LENDERS SERVICES, LLC AS
SUBSTITUTE CUSTODIAN**

Having reviewed Plaintiff's Motion for the Appointment of a Substitute Custodian and
the supporting Declaration of Buck Fowler, Jr., and good cause appearing,

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Plaintiff's Motion is GRANTED.
2. Marine Lenders Services, LLC, is appointed to act as substitute custodian of the
defendant vessel M/V CITY OF TOKYO (IMO 8709145), her engines, tackle, gear, electronics,
appurtenances, etc., (hereafter, the "Vessel") during *custodia legis* on behalf of this Court, in
place and instead of the United States Marshal, until further order of the Court.

1 3. The Vessel has been or will be arrested by the United States Marshal.
2 Immediately following arrest of the Vessel, the United States Marshal for this District shall
3 transfer custody of the Vessel to substitute custodian Marine Lender Services, LLC. The Vessel
4 is presently located in the Rushton Anchorage adjacent to the Port of Tacoma and will remain in
5 this location while in the custody of the substitute custodian, except as provided for herein or as
6 further ordered by the Court.

7 4. Marine Lenders Services, LLC, as substitute custodian, shall see to and be
8 responsible for the safekeeping of the Vessel. The duties of the substitute custodian include, but
9 are not limited to, ensuring that there is an adequate, safe moorage for the vessel. The substitute
10 custodian is not required to have a person live on board the vessel, but an officer or authorized
11 agent of the substitute custodian shall go on board the vessel, from time to time to carry out the
12 duties of substitute custodian. No other person shall be allowed to enter on the vessel except as
13 provided for herein or as otherwise expressly authorized by order of this Court.

14 5. Upon transfer of custody of the Vessel to the substitute custodian by the United
15 States Marshal, the Marshal shall not be liable for any loss occurring while the Vessel remains in
16 the custody of the substitute custodian and the substitute custodian shall indemnify and hold the
17 plaintiff and the Marshal harmless from any and all claims arising out of the substitute
18 custodian's possession and safekeeping of the Vessel.

19 6. All reasonable expenses of the United States Marshal shall be administrative
20 expenses in this action and a first charge to the Vessel herein, to be paid to the Marshal prior to
21 the release of the Vessel or distribution of the proceeds of its sale.

22 7. All reasonable expenditures which may be incurred by the plaintiff and the
23 substitute custodian, or by any party advancing funds to the substitute custodian, including, but
24 not limited to, all insurance, towage, transport, and other costs of moving the Vessel to a suitable
25 location, in safekeeping and maintaining the Vessel while it is in *custodia legis*, and costs of
26 maintaining adequate insurance on the vessel while it is in *custodia legis* shall be administrative

1 expenses in this action and a first charge on the Vessel, to be to be paid prior to the release of the
2 Vessel or distribution of the proceeds of its sale.

3 8. During *custodia legis*, Marine Lenders Services, LLC, shall maintain appropriate
4 legal liability insurance providing a minimum coverage of One Million Dollars (US\$1,000,000),
5 which expenses for insurance shall constitute administrative expenses herein.

6 9. Upon transfer of the Vessel from the United States Marshal to Marine Lenders
7 Services, LLC, the Vessel may remain at anchorage at her current location, or other suitable
8 location. Marine Lenders Services, LLC, shall notify the office of the Marshal that the Vessel is
9 to be moved and will notify the office of the Marshal again when the Vessel has been moved.

10 10. Marine Lenders Services, LLC, as substitute custodian, may if necessary offload
11 any cargo aboard the Vessel and arrange for storage of the same at a suitable storage facility. The
12 substitute custodian shall notify the office of the U.S. Marshal prior to engaging in any such
13 offloading of cargo and again upon the completion of any such offloading.

14 11. Marine Lenders Services, LLC, as substitute custodian, may if necessary offload
15 any fuel and arrange for disposal of the same. The substitute custodian shall notify the office of
16 the U.S. Marshal prior to engaging in any such offloading and again upon the completion of any
17 such offloading.

18 12. Marine Lenders Services, LLC, as substitute custodian, may, but is not required
19 to, retain a marine engineer familiar with the Vessel and to take him or her on board the Vessel
20 with authorized agents of Marine Lenders Services, LLC to assist in the securing of the Vessel.

21 13. Marine Lenders Services, LLC, as substitute custodian, may, but is not required
22 to, retain such services as are necessary to clean the interior and/or exterior of the Vessel, remove
23 food products with such services to be performed under the supervision of the substitute
24 custodian.

25 14. Plaintiff shall arrange to pay charges for moorage of the vessel and the fees, costs,
26 and legal liability insurance premiums of the substitute custodian and shall reimburse the

substitute custodian for such other costs as may be incurred in conduction of the inventory of the equipment on board, in securing the Vessel, in having the Vessel cleaned, in moving the Vessel, and/or in offloading any cargo from the Vessel.

15. The substitute custodian may permit boarding and inspection of the defendant vessel by marine surveyors, representatives of plaintiff, defendant and prospective purchaser's in order to determine the vessel's condition and value at a date and time convenient to the substitute custodian. All costs of such boardings and inspections shall be paid by such prospective and third party purchasers directly to Marine Lenders Services, LLC prior to boarding, such expenses shall not be deemed administrative costs in custodial herein. All persons entering on board the vessel shall execute a waiver and release in the form attached hereto. The substitute custodian or its employees shall be in attendance at all times of such boarding.

16. All crew members shall remain on board the defendant vessel and continue to operate and maintain all ship systems pending further order of this Court.

17. During *custodia legis* the substitute custodian shall not permit repairs or changes to be made to the Vessel, except for routine maintenance required for the Vessel's safekeeping, or in emergency situations, without an order of this Court.

18. Plaintiff's attorney shall send a copy of this Order to the owner of the Vessel at the last address known by plaintiff.

DATED this 1st day of May, 2015.



BENJAMIN H. SETTLE
United States District Judge

1 Presented by:

2
3 NICOLL BLACK & FEIG, PLLC

4 /s/ *Jeremy B. Jones*

5 Jeremy B. Jones, WSBA No. 44138
6 Attorneys for Plaintiff